

Release of Liability

WARNING:

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

This RELEASE of LIABILITY is made and entered into on this _____ day of _____ (month), _____ (year), by and between Five Horses, LLC hereinafter designated MANAGER and _____ hereinafter designated Client, and if Client is a minor, client's parent or guardian, _____. In return for the use, today and on all future dates of the property, facilities and services of the Manager, the Client, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Client to carry full and complete insurance coverage on his personal horse, personal property and himself.
2. Client agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE CLIENT'S USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, horse simulation machine(s) or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Client agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Client's use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Manager.
4. Client agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Client agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arise from the Client's use of or presence upon the Manager's property and facilities.
6. Client agrees to abide by all of Manager's rules and regulations.
7. If Client is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
8. This contract is non-assignable and non-transferable and is made and entered into the State of Texas, and shall be enforced and interpreted under the laws of this state. When the Manager and Client and Client's parent or guardian, if Client is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Manager's Signature Client's Signature

Client's Address/Phone Number Client's Parent or Guardian (If Client is a minor)

Five Horses, LLC
EMERGENCY MEDICAL RELEASE FORM

If emergency medical care is required for _____ (visitor /participant name) while receiving services from, providing service to, or while being on the property of Five Horses, LLC, and if the normal permission isn't available in a timely manner, the undersigned authorizes emergency medical personnel to provide emergency medical care and consents to treatment by a physician and at medical facilities.

In case of an emergency contact: _____

Home Phone: _____

Address: _____

Work Phone: _____

Visitor/Participant takes the following medications:

_____ for _____

Allergies: _____

Visitor/Participant's Date of Birth: _____

Age: _____

*****Does this rider have any physical and/or mental health conditions, problems, disorders, and/or disabilities with special needs which may affect his/her safety and ability to ride a horse? Circle one: Yes No**

If "Yes" please explain here and advise this facility prior to riding of how we may assist you with any special needs:

**I HAVE READ THIS ENTIRE EMERGENCY MEDICAL RELEASE FORM AND AGREE TO IT.
_____ (initial).**

I KNOW BY SIGNING THIS FORM, I RELINQUISH ALL CLAIMS I MAY HAVE AGAINST Five Horses, LLC, its managers, Instructors, therapists, Aides, Volunteers, Agents, Employees, Sponsors, and Affiliates whosoever.

Signature of Visitor/Volunteer/Participant Date

Signature of Parent/Guardian (if under 18 years of age) Date